Schedule 1

Terms and Conditions

As of the Effective Date, these Terms and Conditions are part of the Services Proposal entered into between Customer and Service Provider. As used herein: (i) "Related Agreement" means the Services Proposal, Order Form or other agreement entered into between Customer and Service Provider and within which this Schedule 1 is referenced or linked; and (ii) "Agreement" means this Schedule 1, together with the Related Agreement.

1. DEFINED TERMS.

"Disputed Amounts" means those amounts set forth on any invoice for which Customer has provided written notice to Service Provider, prior to the invoice due date, setting forth Customer's objections, in reasonable detail, to such amounts.

"Documentation" means: (a) to the extent available, the "Help Files" included in the Software, or (b) if no such "Help Files" are included in the Software, such other documentation published by Service Provider, in each case, which relate to the functional, operational or performance characteristics of the Software.

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Service Provider, working either alone or in conjunction with others, in the performance of this Agreement.

"Parties" means Service Provider and Customer and each, a "Party".

"Professional Services" means the services performed by Service Provider under the Related Agreement.

"Prohibited Act" means the (a) removal of any copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products or Documentation; (b) sale, transfer, rental, lease or sub-license of any Software, Work Products or Documentation to any third party; (c) except as expressly permitted with respect to Software, Work Products, alter or modify the Software, Work Products or Documentation; (d) reverse engineering, disassembly, decompiling or attempt to derive source code from the Software, Work Products or Documentation, or preparing of derivative works therefrom; or (e) breach of any provision of Sections 9, 14 or 15 of this Agreement.

"Service Provider" means Hyland Software, Inc. and/or any of its affiliates that may fulfill any of such entity's obligations contemplated by this Agreement.

"Software" means Service Provider's proprietary software products for which Customer has obtained a valid license from Service Provider or one of its authorized solution providers.

"Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Service Provider under the Related Agreement. Specifications shall be considered Documentation, where used in this Agreement, in the case of Work Products.

"Undisputed Amounts" means all amounts on any invoice for which Customer has not provided written notice to Service Provider, prior to the invoice due date, setting forth Customer's objections, in reasonable detail, to such amounts. If Customer does not provide written notice of any objection prior to the invoice date, the applicable invoice will be deemed final and Customer must pay all such amounts in accordance with this Agreement.

"Working Hour" means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

"Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together

with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Service Provider, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Service Provider to Customer as part of the configuration of the advance capture module of the Software.

2. FULFILLMENT. Service Provider will provide the Professional Services described in this Agreement at a time and on a schedule that is set forth in this Agreement or as mutually agreed upon by the Parties in writing. If any delays in the performance of the Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with this Agreement, the performance schedule for the applicable project may be extended. Service Provider shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in this Agreement is not met due to a delay solely caused by Service Provider, and provided that such cause is not an event of force majeure, Service Provider agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of the Professional Services. The Parties agree that the Professional Services or any Work Products described in the Related Agreement that have been performed or developed, in whole or in part, by Service Provider prior to the execution of this Agreement by the Parties nevertheless shall be covered by all terms and conditions of this Agreement.

3. CHANGES TO SERVICES PROPOSAL. Service Provider or Customer may, at any time, reasonably request a change to the Related Agreement. Any requested change that the Parties mutually accept (a "Change") will be set forth in a written change order, prepared by Service Provider and signed by both Parties, that specifically references the Related Agreement. In the event the Parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the Related Agreement, either Party may terminate this Agreement upon not less than thirty (30) days advance written notice to the other Party.

4. CUSTOMER'S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Service Provider in the performance of the Professional Services under this Agreement, will provide the resources specified in this Agreement and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of this Agreement. During any period in which Service Provider is performing services hereunder, Customer shall provide to the Service Provider project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the applicable Software, hardware or virtual machines allocated to the applicable Software system. Remote and local access will be granted for all provisioned environments, including production. Customer acknowledges that if it fails to provide assistance or perform or fulfill its obligations in accordance with this Agreement, Service Provider's ability to provide the Professional Services, meet the performance schedule set forth in this Agreement and keep services fees reasonably in line with any estimates given in this Agreement may be adversely affected.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Service Provider to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Service Provider that Customer has all necessary rights to allow Service Provider to do so.

4.3 Protection of Customer's Systems. EXCEPT AS IT RELATES TO A HOSTED SOLUTION HOSTED BY SERVICE PROVIDER, CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Service Provider employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. SERVICES FEES. Except as otherwise provided in this Agreement: (a) Service Provider will charge services fees to Customer for the Professional Services at Service Provider's then-current standard list price for the applicable Professional Services and (b) Service Provider shall invoice Customer for the Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees, and Customer shall pay all Undisputed Amounts in full within thirty (30) days after the invoice date. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Service Provider for all customary and reasonable out-of-pocket costs and expenses incurred by Service Provider in connection with the performance of Professional Services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Service Provider's applicable internal policy for the reimbursement of costs and expenses to its employees. Except as otherwise provided in the Related Agreement, Service Provider shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice issued hereunder net thirty (30) days from the date Service Provider issues such invoice.

7. CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT.

(a) At the election of Service Provider, exercisable upon written notice to Customer, any past due Undisputed Amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of (i) any default by Customer in the payment of any Undisputed Amounts (except with respect to those amounts on invoices the Parties are attempting to resolve in accordance with Section 7(b)), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment or (ii) any failure of the Parties to resolve a dispute related to a Disputed Amount in accordance with Section 7(b) within sixty (60) days (or such other period as mutually agreed upon, in writing, by the Parties) following Service Provider's receipt of written notice from Customer timely disputing payment of such amounts, Service Provider shall have the right to suspend or cease the provision of any Professional Services under this Agreement unless and until such default has been cured or such dispute has been resolved.

(b) If, prior to the due date for payment under any invoice, Customer notifies Service Provider in writing that it disputes all or any portion of an amount invoiced, both Parties will use reasonable efforts to resolve the dispute related to such Disputed Amount within thirty (30) calendar days of Service Provider's receipt of the notice. If any Disputed Amount remains disputed in good faith after such 30-day period, either Party may escalate the disputed items to the Parties' respective executive management to attempt to resolve the dispute. The Parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the Parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either Party thereafter may file litigation in a court of competent jurisdiction under Section 13.2 of this Agreement to seek resolution of the dispute.

8. TAXES AND GOVERNMENTAL CHARGES. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Service Provider's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Service Provider all required receipts and documentation substantiating such payment. If Service Provider is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Service Provider within thirty (30) days after Service Provider notifies Customer in writing of such remittance. Customer agrees to provide Service Provider with valid tax exemption certificates in advance of any remittance otherwise required to be made by Service Provider on behalf of or for the account of Customer, where such certificates are applicable.

9. WORK PRODUCTS

9.1 Ownership. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Service Provider or its suppliers retain, on an exclusive basis, for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Service Provider the performance of this Agreement, including, but not limited to, all patents, patent applications, copyrights, trademarks, other intellectual property rights and proprietary and confidential information rights in, relating to or associated with any Work Product, Innovation or Documentation. The Software, Documentation, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Documentation, or Work Products, except for the limited express rights granted in this Agreement.

9.2 Work Products License. Service Provider grants to Customer a limited, non-exclusive, non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, or other Service Provider products or services (collectively "Hyland Core Product") with which such Work Product was delivered by Service Provider for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Service Provider notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions under the License Agreement, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Service Provider for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Hyland Core Product shall also apply to the Work Product.

9.3 Modification of Work Products.

9.3.1 Form of Delivered Work Products. The form in which Service Provider delivers Work Products will be determined by Service Provider depending on the purpose and functionality of the Work Product.

9.3.2 Configuration Work Products. If Service Provider delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Service Provider grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

9.3.3 Independent Work Products. If Service Provider delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not alter or modify such Independent Work Product. If Service Provider delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the Parties may mutually agree that Service Provider shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Service Provider of any additional Professional Services fees as Service Provider may charge to prepare and deliver such format. In such case, Service Provider grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

9.4 Work Products Infringement Indemnification. Service Provider agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Service Provider: (i) is notified immediately after Customer receives notice of such claim; (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Service Provider will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (iii) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of Service Provider) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

(a) <u>Removal and Refund</u>. If Service Provider is unable to accomplish either of the options set forth in Section 9.4(iv), Service Provider shall remove the infringing portion of the Work Products and refund to Customer the full services fees paid, if any, by Customer solely related to the creation and implementation of the infringing Work Products under this Agreement.

(b) <u>Exclusions</u>. Notwithstanding anything to the contrary, Service Provider shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 9.4 that arise from: (i) use of the Work Products by Customer other than as expressly permitted by this Agreement; (ii) the combination of the Work Products with any product not furnished by Service Provider to Customer; (iii) the modification or addition to of the Work Products other than by Service Provider or any of its authorized solution providers specifically retained by Service Provider to provide such modification or addition; or (iv) the Customer's business methods, processes, information or data.

(c) THIS SECTION 9.4 STATES SERVICE PROVIDER'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE WORK PRODUCTS.

10. LIMITED WARRANTY FOR SERVICES AND WORK PRODUCTS

10.1 <u>Limited Warranty for Professional Services</u>. For a period of sixty (60) days from the date of completion of Professional Services, Service Provider warrants to Customer that such Professional Services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

10.2 <u>Limited Warranty for Work Products</u>. For a period of sixty (60) days from and including the date that Service Provider has delivered a completed Work Product to Customer, Service Provider warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Service Provider shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specifications, or (c) misused or abused.

10.3 <u>Remedy</u>. Service Provider's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Sections 9.1 and 9.2 shall be as follows: provided that, within the applicable sixty (60)-day period, Customer notifies Service Provider in writing of the non-conformity, Service Provider will use reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies), or, in the case of a Work Product, either repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity. If Service Provider is unable to correct such non-conformity(ies) after a reasonable period of time or determines that repair or replacement of the Work Product is not commercially reasonable, Customer's sole and exclusive remedy shall be to terminate this Agreement, in which event Service Provider will refund to Customer any portion of the services fees under this Agreement relating directly to such non-conforming Professional Services or to the creation and implementation of the non-conforming Work Product, in either case paid prior to the time of such termination.

10.4 <u>Disclaimer of Warranties</u>. Except as expressly set forth above, Service Provider and its suppliers make no warranties or representations regarding any Work Products, Innovations, information or Professional Services provided under this Agreement. Service Provider and its suppliers disclaim and exclude any and all other express, implied and statutory warranties, including, without limitation, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. Service Provider and its suppliers do not warrant that any Professional Services or Work Products provided will satisfy Customer's requirements or are without defect or error, or that the operation of any software or any Work Products provided under this Agreement will be uninterrupted. Except as expressly stated in this Agreement, Service Provider does not assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

11. TERMINATION.

11.1 <u>Generally</u>. Customer or Service Provider may terminate this Agreement, for any reason, upon not less than thirty (30) days advance written notice to the other Party to such effect.

11.2 <u>By Either Party.</u> Either Party may terminate this Agreement in its entirety, effective immediately upon written notice to the other Party, if the other party has committed a breach of a material provision of this Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching Party; provided, that Service Provider shall not be required to give Customer any opportunity to cure any breach in the case of any Prohibited Act, all of which are considered for all purposes to be material provisions of this Agreement.

11.3 <u>Terminating this Agreement</u>. In the event of any termination of this Agreement, Customer agrees to compensate Service Provider for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Service Provider has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

11.4 <u>Effects of Termination</u>. Upon any termination of this Agreement in its entirety (other than by Service Provider due to Customer's breach), Customer's license to use the Work Products provided in this Agreement shall survive according to its terms.

12. LIMITATIONS OF LIABILITY.

12.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF SERVICE PROVIDER, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

12.2 SERVICE PROVIDER'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, (INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO SERVICE PROVIDER BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR PROFESSIONAL SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER SERVICE PROVIDER NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

13. GENERAL TERMS

13.1 <u>Force Majeure</u>. No failure, delay or default in performance of any obligation of a Party (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section 13.1 shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Agreement is postponed or extended pursuant to this Section 13.1 for longer than ninety (90) calendar days, the other Party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

13.2 <u>Governing Law and Jurisdiction</u>. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of (a) the State of Ohio U.S.A., if the Service Provider is primarily located within the United States or (b) the country in which the Service Provider was incorporated or organized, as applicable, if the Service Provider is primarily located outside of the United States (and, in each of (a) or (b), not by the 1980 United Nations Convention on Contracts for the International Sale of

Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in (i) Cuyahoga County, Ohio U.S.A., if the Service Provider is primarily located within the United States or (ii) the country in which the Service Provider was incorporated or organized, as applicable, if the Service Provider is primarily located outside of the United States.

13.3 <u>Binding Effect; Assignments</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign, transfer or sublicense all of or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other Party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a Party of this Agreement in its entirety to the surviving entity of an merger or consolidation or to any purchaser of substantially all of such Party's assets that assumes in writing all of such Party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

13.4 <u>Subcontracting</u>. Service Provider may subcontract all or any part of the Professional Services, provided, that Service Provider shall remain responsible to Customer for the provision of any subcontracted services.

13.5 <u>Independent Contractor</u>. The Parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any Professional Services.

13.6 <u>Third Parties</u>. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

13.7 <u>Integration</u>. This Agreement sets forth the entire agreement and understanding of the Parties pertaining to the subject matter hereof and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. To the extent there is a conflict between this Schedule 1 and the Related Agreement, the terms of this Schedule 1 control.

14. EXPORT. Any Software, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

15. CONFIDENTIAL INFORMATION.

15.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to or use of the disclosing party's information.

15.2 Each Party agrees that, with respect to the Confidential Information of the other Party, or its affiliates, such Party as a recipient shall use the same degree of care to protect the other Party's Confidential Information that such Party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Service Provider to Customer under Agreement from unauthorized copying or use. Each Party shall be liable and responsible for any breach of this Section 15 committed by any of such Party's employees, agents, consultants, contractors or representatives.

15.3 The Parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.